

TERMS & CONDITIONS

Upon receipt of the signed acceptance of our Terms of Business from the Landlord, Regal will offer the property subject to confirmation of compliance with the following legislation: Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993 (as amended) and the Electrical equipment (Safety) regulations 1994, to prospective tenants.

1. DEFINITIONS

In these Terms and Conditions of Business the following expressions shall have the following meaning unless the context otherwise requires:

- 1.1 "Tenant" shall mean any one or more individuals or corporate entities introduced by us to you or the premises or named as Tenant in the Tenancy Agreement or Lease or referred to in Paragraph 4.11 herein
- 1.2 "The Tenancy" shall mean the entire period that the tenant remains in occupation of the Property including the extension or renewal or period holding whether by way of memorandum, agreement or otherwise
- 1.3 "Rent" shall mean any payment to be made by the Tenant or the Agent(s) of the Tenant for use of the property whether expressed to be rent, a premium or any other form of payment, whether paid directly by the Tenant or his Agent(s) or obtained from other means such as deduction from the deposit.
- 1.4 "Commission" shall mean the commission or fees details of which are set out in Section 4 hereof.
- 1.5 "Regal" shall mean Regal Estates Lettings & Property Management Canterbury
- 1.6 "Agent" shall mean Regal Estates Lettings & Property Management Canterbury
- 1.7 "Landlord" includes the person or persons for the time being who owns the interest in the premises which gives the right to possession of it when the tenancy ends.
- 1.8 "Premises" references to "the premises" include references to any part or parts of the premises and to the furniture, fixtures fittings and effects therein.
- 1.9 "Deposit" meaning a sum of money paid by the tenant to the Landlord as security against any breach of the tenancy including damage to the premises or non payment of rent
- 1.10 "Stakeholder" shall mean that no deduction can be made from the deposit without the consent, preferably in writing from both parties, the consent of the court or an adjudication decision from the Tenancy Deposit Scheme (TDS)
- 1.11 "ICE" shall mean the Independent Case Examiner of the Dispute Service.

THE SERVICES

2.1 Introduction Service

In providing the Letting Service Regal will:

- a) Agree with you in advance a rent to be quoted for your property and market your property as appropriate at the agreed rental and erect a marketing board.
- b) Introduce any prospective tenants for the property by way of an accompanied viewing unless specified otherwise by you.
- c) Apply for appropriate references (and forward to you for approval where requested or agree with you in writing in advance the extent of our authority to accept a Tenant on your behalf).
- d) Negotiate the terms of the Tenancy between yourself and the Tenant and ensure that an appropriate Tenancy Agreement and Notices are prepared and signed by or on behalf of the Landlord and Tenant (see paragraph 4.6 for costs)
- e) Collect and pay to you any deposit paid by the Tenant against damages and reimbursements
- f) Make all reasonable endeavours to notify the Local Authority and Service companies (council tax, gas, electricity, water) of a change of occupant or user at the commencement of the tenancy. We cannot accept any responsibility for inaccuracies or delays on the part of the Local Authority or Service companies concerned. Regal firmly recommend that any telephone line to the property be disconnected prior to any let as BT will not accept instructions from Regal.
- g) In the event you agree to a change of tenant during an existing tenancy, Regal reserve the right to charge a fee of £100 inc of VAT to cover the cost of taking references, arranging for any new tenant(s) to enter into the Tenancy Agreement and the service of any appropriate Notices.

2.2 Rent Collection Service

In providing the Letting and Rent Collection Service, in addition to the services outlined in paragraphs a) to g) above Regal will:

- h) Collect the monthly or quarterly instalments of rent on your behalf and forward net rents to your bank account as soon as is administratively possible.
- i) Prepare and submit monthly or quarterly statements to yourself and/or your accountant
- j) Arrange rental guarantee and legal expenses insurance through a third party insurer where instructed
- k) Collect and hold any deposit (as Landlord's Agents) paid by the Tenant against damages and reimbursements

2.3 Management Service

In providing the Letting and Management Service, in addition to the services outlines in paragraph h) to k) above Regal will:

- l) Make all reasonable endeavours to notify the Local Authority and service companies (telephone, gas, electricity, water) of a change of occupant or user at the termination of the tenancy on the basis of f) above.
- m) Arrange for the preparation of an inventory at the commencement of the tenancy and for the inventory to be checked at the termination of the tenancy and a checkout report to be supplied. Any damage or dilapidations that may have occurred during the tenancy are recorded on this report. Copies of which are forwarded to the Landlord and Tenant. (See enclosed schedule of costs)
- n) Pay from rent received current outgoings such as ground rent, insurance premiums (on receipt of demands), service charges, maintenance contracts etc subject to us holding sufficient funds on your behalf. Although we will do our best to query any obvious discrepancies it must be understood we are entitled to accept and pay without question demands and accounts which appear to be in order. Please note you are expected to instruct your Insurance Company, Managing Agent etc to send their accounts to us. We cannot accept responsibility for the adequacy of any insurance cover or for the verification of service/maintenance charge demands or estimates where applicable.
- o) Carry out routine checks of the property not less than three times a year (if no serious defect requiring our inspection has been reported to us in the meantime) and report to you on each occasion.

Any such inspections and assessments of those defects which are brought to our notice would be of a cursory nature and would embrace only apparent or obvious defects, and would not amount in any way to a structural or other survey. Any further inspection by us, or structural or other survey by a qualified body would be by special arrangement and subject to an additional fee. We shall not be responsible for any hidden or latent defects within the property.

Deal with day to day management matters including minor works up to a maximum of £150 + VAT for any one item without further instruction from you. In order to provide this service a float would be set up (a minimum of £150 + VAT if rental payments are received monthly or £300 + VAT if rental payments are received quarterly) from the initial payment of rent and maintained at the agreed level from subsequent net rents passing from the Tenant to yourself. Please note that we are not able to arrange for any works prior to a letting unless we are holding sufficient funds from you to cover the costs.

- p) Deal with matters of redecoration, renewal, replacement or repair between £151 + VAT and £500 + VAT with your verbal authority (save in the case of emergency and/or when it is impractical to do so). Except in an emergency whenever practical, estimates will be obtained and submitted to you for works likely to cost more than £500 + VAT. Upon receipt of your written approval of such estimates we will organise and inspect works in excess of £500 + VAT for an additional administration fee of 10% of the cost of works + VAT. Such charge will be deducted from any monies received by us unless payment is received from you direct.
- q) Lodge and progress any insurance claim relating to the property on your behalf. An additional fee of 10% of the total value of the claim + VAT will be charged, for which we will pursue the claim (without liability as to its merits) through to

payment or rejection by your insurers. Should you decide not to proceed with any insurance claim, we shall be entitled to charge for the work undertaken by Regal.

- r) Put in hand any cleaning and repair works arising from the schedule of dilapidations as outlined in m) above (subject to availability of funds held on your behalf) and to obtain estimates for major works if appropriate. We will submit the same to both the Landlord and Tenant, requesting written agreement from the Landlord as to what amount is to be deducted from the dilapidations deposit. If an Agreement cannot be reached between Landlord and Tenant within a reasonable time frame, Regal reserve the right to refer the case to independent arbitration as per ARLA guidelines. All expenses Regal incur in preparing the case shall be split equally between the Landlord and the Tenant.
- s) Arrange and pay from rent for any cleaning or minor repairs on a change of tenancy during our management appointment.
- t) When managing a property let by another party Regal will require copies of the tenancy agreement, inventory, appliance guarantees or warranties, tenant references and any other relevant notices or documents relating to the property. We will also require a set of keys for the property for emergency purposes.

Unless otherwise agreed in writing in advance, our appointment as Managing Agents is for the duration of the tenancy as defined in these Terms & Conditions of Business, subject to three months written notice to terminate on either side. In the event such termination takes place, Regal remains entitled to commission for introducing the tenant(s) as defined in paragraph 4.1 and 4.2 and 4.3 hereof.

It must be noted that our standard management service as set out above does not apply when the property is not let, management during void periods is subject to a separate charge as defined in paragraph 4.7

2. GENERAL INFORMATION

2.1 Rent

Unless otherwise agreed, the rent quoted to a tenant by us on your behalf will be inclusive of all outgoings for which you are liable as a Landlord such as ground rent, service charges etc, but will exclude gas, electricity and other fuel charges, telephone, water rates and council tax (or any charge that may replace it) which are payments for which the tenant is in most circumstances responsible for.

2.2 Dilapidations Deposit

Regal Lettings are members of the Tenancy Deposit Scheme Which is administered by:

The Dispute Service
PO BOX 541
Amersham
Bucks
HP6 6ZR

Phone 0845 226 7837
Fax 01494 431123
Email deposits@tds.gb.com

- 2.2.1 If Regal Lettings are instructed by you/the Landlord to hold the Deposit, we shall do so under the terms of the Tenancy Deposit Scheme.
- 2.2.2 If you decide to hold the Deposit yourself, we will transfer it to you within 5 days of receiving it. You must then register it with another Tenancy Deposit Protection Scheme within a further 9 days if the Tenancy is an Assured Shorthold Tenancy. If you fail to do so the Tenant can take legal action against you in the County Court. The Court will make an order stating that you must pay the Deposit back to the Tenant or lodge it with the custodial scheme which is known as the Deposit Protection Scheme. In addition a further order will be made requiring you to pay compensation to the Tenant of an amount equal to three times the Deposit. You will be unable to serve a Section 21 Notice on your Tenant until compliance with the above conditions and the Court will not grant you a possession order. Regal Lettings have no liability for any loss suffered if you fail to comply.
- 2.2.3 The Agent holds tenancy deposits as Stakeholder.
- 2.2.9 If there is a dispute we must remit to The Dispute Service Ltd the full deposit, less any amounts already agreed by the parties and paid over to them. This must be done within 10 working days of being told that a dispute has been registered whether or not you or Regal Lettings want to contest it. Failure to do so will not delay the adjudication but The Dispute Service Ltd will take appropriate action to recover the deposit and discipline both parties.
- 2.2.10 Regal Lettings must co-operate with the ICE in the adjudication of the dispute and follow any recommendations concerning the method of the resolution of the dispute.
- 2.2.11 The Deposit amount, unless otherwise agreed, will normally be a sum equivalent to six weeks rent. Where appropriate Regal hold the deposit as “Stakeholder” in a designated client account and any interest accrued thereon will not be credited to either Landlord or Tenant. In the case of HMO properties a minimum deposit of £350 per person is taken

Incorrect Information

If the Landlord warrants that all the information he has provided to the Agent is correct to the best of his knowledge and belief. In the event that the Landlord provides incorrect information to the Agent which causes the Agent to suffer loss or causes legal proceedings to be taken the landlord agrees to reimburse and compensate the Agent for all losses suffered.

At the end of the tenancy covered by the Tenancy Deposit Scheme

- 2.2.4 If there is no dispute we will keep any amounts agreed as deductions where expenditure has been incurred on behalf of the Landlord, or repay the whole or the balance of the Deposit according to the conditions of the Tenancy Agreement with the Landlord and the Tenant. Payment of the Deposit will be made within 10 working days of written consent from both parties.
- 2.2.5 If, after 10 working days* following notification of a dispute to the Agent/Member and reasonable attempts have been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit it will (subject to 2.2.6 below) be submitted to the ICE for adjudication. All parties agree to co-operate with any adjudication.
- 2.2.6 When the amount in dispute is over £5,000 the Landlord and the Tenant will agree by signing the Tenancy Agreement to submit the dispute to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written consent of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of The Dispute Service Ltd from time to time, shared equally between the Landlord and the Tenant. The liability for any subsequent costs will be dependent upon the award made by the arbitrator.
- 2.2.7 The statutory rights of either you or the Tenant(s) to take legal action against the other party remain unaffected.
- 2.2.8 It is not compulsory for the parties to refer the dispute to the ICE for adjudication. The parties may, if either party chooses to do so seek the decision of the Court. However, this process may take longer and may incur further costs. Judges may, because it is a condition of the Tenancy Agreement signed by both parties, refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision of the ICE as final and binding.

2.3 ***Inventories***

Regal will arrange for an Independent Inventory clerk to compile a full and independent inventory of the condition and fixtures and fittings of the property. An additional “check-out” is also recommended be carried out at the property by the Independent Inventory Clerk. The Check-out report would be used by Regal as the sole basis for reaching a conclusion in the disbursement of the damages and reimbursements deposit. Regal shall not be responsible for any failure or negligence of a third party in the provision of an inventory, but will provide details on request. (See paragraph 4.14 for costs)

Please note under the new Tenancy Deposit Legislation which came into force in April, if you fail to provide an inventory and full condition statement at the beginning of a tenancy you will find it extremely difficult to make any deductions from the tenant’s deposit.

2.4 ***Rental Guarantee and Legal Expenses Insurance Cover:***

Where the above service is provided, Regal will instruct a third party insurer to arrange the provision of Rental Guarantee and Legal Expenses Insurance cover the terms of which will be provided to you if possible at the commencement of any tenancy. Regal cannot be held liable for any claims loss or damage that may arise in the instance of any claim where inadequate cover may have been provided by the insurer or where the third party insurer may prove negligent. Regal are not accountable in any way for the payment of rent or the costs of any legal expenses incurred.

Rent guarantee payments do not cover the first months arrears, nor damages nor any rent due after vacant possession has been obtained. The insurer will normally pursue these costs on your behalf through the courts.

* These time scales can be changed by agreement with the tenant in individual cases or by the contract used as standard by the agent.

2.5 **Rent Remittances**

The UK banking system is such that it can take up to 10 days to clear funds paid to us by means of standing order or cheque. Regal will make payments on a weekly basis (less fees and any other monies due to us) to your account. Where rental payments are received less than five days prior to your usual payment date, your payment will be made on the next payment run. Any monies dispatched will be without prejudice to final clearance.

2.6 **Insurance**

The property and its contents must be comprehensively insured to include third party and occupiers liability risks. Failure to inform your insurer that the property is let could render the policy void. You should obtain advice from your insurers as to the nature and extent of the cover required. Whilst we encourage tenants to insure their own contents it can not always be assumed that a policy will be in place.

2.7 **Leasehold Property**

If the property to be let is leasehold, it is the Landlord's responsibility to ensure that (1) any intended letting is permitted under the terms of the lease; (2) the intended letting is for a period expiring prior to the expiry of your lease; (3) the written permission of your superior Landlord is obtained and Licence to Sub-Underlet is granted if necessary.

2.8 **Mortgages**

Where the property is subject to a mortgage or loan, it is the Landlord's responsibility to ensure that written permission is obtained from the mortgage and/or lender. We require you to confirm that you have obtained this permission in writing. Please note that applying for permission after a tenant has been found could prejudice the tenancy. Some tenants may also request sight of written confirmation that permission has been granted.

2.9 **Ownership**

Authority to let the property should be obtained from any joint owner(s) who should be named in the Tenancy Agreement. Where any party comprises of more than one person the obligations and liabilities of that party under this agreement shall be joint and several obligations and liabilities of those persons.

2.10 **Contractors**

Our panel of appointed contractors is constantly monitored to ensure that all members comply with our high standards of quality, cost and reliability. We will endeavour to use any contractor specified by you, but cannot guarantee to do so, particularly in an emergency. Whilst exercising all due care and attention in our choice and administration of contractors we cannot accept any responsibility for any loss or damage caused by the neglect or default of any contractor.

2.11 **Waiting at Properties and Additional Inspections**

In the event that you instruct a contractor to attend the property who is unable to collect keys from our offices, or give a specific date and time of call, we will charge waiting time at the property of £45.00 per hour + VAT.

If at any time during your tenancy you wish Regal to carry out an additional inspection at your property a single charge of £40 + VAT will be due.

2.12 **Handling Working Floats and Rental Transfers**

Working floats (for managed properties) and rental transfers are handled by Regal through a dedicated client account. Due to the speed and number of transactions involved Regal do not attempt to calculate or credit to the client account any interest, which may be earned as a result of handling these monies.

2.13 **Keys**

We require a set of keys for your property to be provided for each tenant and a further set to be held by Regal where the management service has been requested; if you are unable to supply the required sets, we will have them cut at your expense. We recommend that if there are any lost or unaccounted keys to your property, locks are changed before a tenancy commences. Regal cannot be held liable for lost or unaccounted keys. It may be necessary for you to provide Regal with a letter of authority for some security keys to be cut.

2.14 **Instructions to Solicitors**

Should any rent arrears or breaches of contract be brought to our attention, you will be informed as soon as is reasonably practical. Thereafter you become responsible for instructing your own solicitor as necessary and for all fees and charges involved. We cannot take legal action for you as the tenancy contract is between you and your tenant(s), nor can we accept liability for arrears or breaches of covenant.

2.15 **Courts & Tribunals**

Applications for fair rent or preparation for, or appearances before the Rent Officer Rent Assessment Committee or any other court or tribunal will be by special arrangement and subject to an additional charge of £200+VAT per half day.

2.16 **Income Tax**

The Landlord is responsible for notifying the Inland Revenue of the tenancy. Income from letting UK property is subject to UK income tax, even if the Landlord is resident abroad, whether the non-resident Landlord is an individual, an overseas registered/resident company or an overseas-resident trust.

In April 1996 the legislation under section 42A, Income Tax and Corporation Taxes 1988 came into effect. This means Regal as your agent must account for tax at the basic rate on United Kingdom rental income if you are a Landlord whose usual place of abode is outside the UK (a 'non-resident Landlord'). From 6th April 1996 the non-resident Landlord can apply directly to the Inland Revenue (or through Regal as their managing agent or through their accountant) for exemption from deduction of tax at source from rental income.

If approval is granted by the Inland Revenue, then effective from the date approval was granted Regal as your agent will be entitled to pay over rents without making tax deductions. If you are a non-resident Landlord who has not been granted exemption from tax deduction at source, Regal as your agent must pay to the Inland Revenue on a quarterly basis the basic rate of income tax of net rentals collected by us on your behalf. The calculations of tax paid by Regal will not take in to account mortgage interest, wear and tear allowance or other tax deductible items which we do not pay on your behalf. The eventual liability for tax may therefore be less than the amount forwarded to the Inland Revenue, but any overpayment will have to be reclaimed at the end of each tax year by the Landlord submitting a self assessment tax return to the Inland Revenue directly. We regret the necessity to make such deductions, but have no alternative in view of our responsibility to meet the tax liability on your behalf.

2.17 **Landlord and Tenant Act 1987**

We are obliged to include your full name and address on all rent demands. If your address is outside of England and Wales then we must provide the Tenant with an address within England and Wales to which notices (including Notices in Proceedings) may be served upon you. We will require this information before a tenancy commences. If the information provided changes during the tenancy we must be informed immediately. Additionally under Section 47 we are required to provide an address to the tenant detailing where you are living at any given time. Please ensure that you furnish Regal with these details as soon as possible.

2.18 **Furniture, Furnishings, Gas and Electrical Safety Regulations and Requirements**

We draw your particular attention to our guidance notes relating to the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended), The Gas Safety (Installation and use) Regulations 1994 and the Electrical Equipment (Safety) Regulations 1994 all of which impose important requirements upon Landlords of residential property. Please ensure you are fully acquainted with your liabilities under the regulations and ask for further guidance or advice should you require it. Please note that Regal is obliged to refuse to take on a property where the furniture, furnishings, gas installations or electrical equipment do not comply. Your acceptance of the Terms and Conditions of Business will be deemed as having indemnified Regal against any liability occasioned by any breach of any of the Regulations mentioned above.

In the event that any Landlord fails to provide a copy of an appropriate Gas Safety Certificate carried out by a CORGI engineer either at the commencement of the tenancy or for any renewal period, Regal reserve the right to instruct such works as may be necessary and to deduct any costs incurred from the passing rental

2.19 **Smoke detectors**

Regal advise that smoke detectors should be fitted to all properties to a minimum of two in a single storey dwelling and one per floor otherwise. It is strongly recommended that carbon monoxide detectors are fitted to your property

2.20 **The Housing (Management of Houses in Multiple Occupation) Regulations 1990**

Where appropriate Regal require all properties to comply with all appropriate legislation and requirements relating to the renting of a property to a house occupied by persons who do not form a single household

4 COMMISSIONS, FEES & CHARGES

4.1 Lettings Service: Regal commission is 75% of the first month's rent, payable in advance at the commencement of each tenancy plus VAT, payable in advance at the commencement of each Tenancy and/or extension except by written agreement. (16% of the total rent payable for tenancies of 3 months or less) Our minimum Letting Service Commission is £300 + VAT. An additional fee of £75 plus VAT will be levied if you wish for Regal Lettings to hold your Tenants deposit.

4.2 Letting and Rent Collection Service: Regal commission for this Service is 10.5% of the total rent payable for the entire length of the tenancy plus VAT, payable from and at the same frequency as rent received. (18.5% of the total rent payable for tenancies of 3 months or less). In the case of HMO Properties an additional 1% will be added. An additional fee of £75 plus

VAT will be levied if you wish for Regal Lettings to hold your Tenants Deposit

4.3 Lettings and Management Service: Regal commission for this Service is 12.5% of the total rent payable for the entire length of the tenancy plus VAT, payable from and at the same frequency as rent received. (20% of the total rent payable for tenancies or 3 months or less). Our minimum Management Service commission is £600 + VAT per annum.

4.4 HMO Registered Properties: Regal commission for this Service is 14% of the total rent payable for the entire length of the tenancy plus VAT, payable from and at the same frequency as rent received.

4.5 Management Service: In the event that Regal are instructed to take over the management of a property with tenants in-situ the commission for the Management only service is 10% of the total rent payable. Our Minimum Management Service Commission is £300 + VAT per annum. Once the in-situ tenants have vacated, the fee would return to our standard Management charge of 12.5%

4.6 Tenancy Agreement: Unless we are instructed otherwise we will use our standard form of Tenancy Agreement, the charge for which is £150.00 plus VAT, shared equally between the Landlord and Tenant and payable in addition to our commission. Our standard form of Memorandum is used to renew the tenancy to an existing tenant unless otherwise agreed with you, the charge for which is £70.00 plus VAT shared equally between the Landlord and Tenant and payable in addition to our commission. If you are a HMO Landlord on our Managed or Rent and collect service and some of your tenants have decided to renew, but not all, a new Tenancy agreement fee will be payable of £75. If you are a HMO Landlord on our Let only service and some of your tenants decide to renew, you will be charged the percentage let only fee in proportion to the new tenants introduced to the property. Although our documents are reviewed and updated regularly by our legal advisers, we must advise you that we are not solicitors.

You should consult your own solicitor if you require further information about your rights and obligations as a Landlord.

4.7 Void Management: Where there may be a void period in your property Regal can provide fortnightly checks, retrieving and forwarding of mail, cursory checks of the gas, electric and water supplies and appliances and the examination of security arrangements. Regal cannot be held responsible for any damage theft or loss at any time during the management of your property. The cost of the void management service is £35.00 + VAT per calendar month.

4.8 Sale of Property: In the event that a Tenant, any associated party or any person introduced at the time by Regal purchases the property or any interest in it (either after entering into a Tenancy Agreement) or otherwise and whether by transfer of the Landlord's interest in the property or the grant of lease) the commission on the sale at a rate of 1.5% + VAT of the sale price shall be payable to Regal on completion of the sale. In the event that a third party purchases the property or any interest in it and the tenancy is to continue, then your liability to pay Lettings and Management Commissions continues unless the purchaser enters into an agreement with Regal on the same terms as your own, and Regal agrees to enter such an agreement. Regal reserves the right to refuse to enter into such an agreement for any reason whatsoever.

4.9 Value Added Tax: Except where otherwise stated our commissions, fees and charges will be subject to VAT at the prevailing rate or any other tax which may take its place.

4.10 Variations and Jurisdictions: Variations to the Regal Terms and Conditions of Business will only be valid if agreed in writing with the Manager of the Regal office dealing with the Lettings and/or Management of your property. Acceptance of these Terms and Conditions of Business forms a binding legal agreement in accordance with English law and is subject to the jurisdiction of English courts alone.

4.11 Liability of a Landlord to Commissions, Fees and Charges: Commission and other charges are due and payable by the Landlord in accordance with paragraph 4 hereof on any letting of the Property to a Tenant and reference to the Tenant including:

- Any 'associate' of the Tenant as defined in Section 303(8) of the Income and Corporation Taxes Act 1970.
- Any close company as defined in Section 282 of the Act in which that person or any associate as defined is a participator as defined in Section 303(i) of the Act.
- Any company (or any connected person or entity of that company) which shall be the employer former employer guarantor or former or proposed guarantor of that person.
- Where the tenant is a company any person employed by the company or for whom the company is or has become or proposes to become guarantor and includes any company which is a holding company of the company or subsidiary company of the company or a member of the same group, as defined in Section 272 of the Act as a company.
- Any person or entity introduced by the Tenant or occupier of the property.

Where a tenant is introduced to your property by Regal and subsequently takes up a tenancy of your property whether arranged by Regal or not we shall be entitled to a commission fee equivalent to that of our finders fee

4.12 Penalty charges: Once an offer has been accepted verbally or in writing by the Landlord we shall draw up agreements and take up references. If the Landlord subsequently informs us that they do not wish to proceed with the Tenancy there will be a penalty charge of £350.00 + VAT.

4.13 Rent Guarantee and Legal Expenses: Where it is requested for the Rent Guarantee and Legal Expenses an additional fee of 5% including IPT is payable from and at the same frequency as rent received.

4.14 Inventory Costs: The use of an Independent Inventory Clerk incurs additional costs for which you the Landlord will be responsible. As a third party is used any scale of charges available from our offices will be subject to changes from time to time. The quoted costs include Regal's charge for all administration relating to the inventory and checkout.

4.15 Additional Works: From time to time you may require Regal to carry out remedial works to your property during a void period. In these instances payment will either need to be made direct to the appropriate contractors or to Regal prior to the works being carried

out. Regal will make a charge of 10%+VAT on all works arranged.

4.16 New-Build Properties: Regal will attempt to deal with any snagging lists that arise during a tenancy of a new-build property. Where a developer fails to repair or remedy any fault within 10 days of the original report the matter must be taken up with the developer directly by you as the landlord.

The terms as laid out above were correct at the time of printing and Regal cannot be held responsible for any changes to cover by the third party insurers. For full details please request a copy of the insurers Terms and Conditions.

OWNER/S FULL NAMES (No initials please)

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OWNERS ADDRESS (For Statements)

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TELEPHONE NUMBERS

Property:
 Home:
 Work:
 Mobile:
 Fax:
 Email:

SERVICE CHOSEN: PLEASE INITIAL

Introduction Only	75%	-----
Rent Collection	10.5%	-----
Rent Collection HMO	11.5%	-----
Lettings & Property Management (Non HMO)	12.5%	-----
HMO Management Only Service	14%	-----

PROPERTY ADDRESS:

.....

Date Property Available/...../.....

Length of Let Available

Signed: _____ / _____

Dated: ____ / ____ / ____

EMERGENCY CONTACT (In the UK Please)

Name:
Relationship:
Address:
.....
.....

Does this contact have your authority to instruct Regal to carry out emergency works: YES/NO

TELEPHONE NUMBERS

Home:
Mobile:
Fax:

BANK ACCOUNT DETAILS (Account to be Credited)

Bank/Building Society
Branch Address:
.....
.....
Account Number:
Sort Code:
Account Name:

DO YOU REQUIRE RENT & LEGAL GUARANTEE:

3.97% Premium inc IPT YES / NO

ACCOUNTANT DETAILS

Name:
Contact:
Address:
.....
.....

Do you want Statements sent to your Accountant: YES / NO

Will you be Resident in the UK: YES / NO
(If no please ask about the Tax Implications)

Name of Gas Supplier:
Location of Gas Meter:
Name of Electric Supplier
Location of Electric Meter:
Name of Water Supplier
(Waste and Supply)
Location of Water Meter:

Council Tax Band: Amount PA if known £.....

DO YOU WISH:

Regal to arrange Inventory: YES / NO
Regal to arrange Gas Safety: YES / NO
Regal to arrange Electrical Test: YES / NO
Regal to have keys cut: YES / NO
Regal to set up Emergency Cover YES / NO

HAVE THE RELEVANT CONSENTS BEEN GRANTED BY:

The Mortgage Lender: YES / NO
The Freeholder Management Company YES / NO
Your Insurance Company YES / NO

Does the Mortgagee require a copy of the Tenancy Agreement: YES / NO

Are you aware of any restrictions or covenants regarding any prospective tenancy?
YES / NO

Are there any special clauses you wish to be added to any Agreement:
YES / NO

FULL MANAGEMENT LANDLORDS ONLY:

Do you have any existing Service Agreements?
(e.g. British Gas 3 Star Service Contract)
YES / NO

Do you have any preferred contractors you wish to be used?
YES / NO

(In the event of an emergency if your contractors are not available Regal reserve the right to instruct works to be carried out using our approved panel of contractor)

INVENTORY SCALE OF CHARGES

	Unfurnished	Furnished
One Bed Inventory	£75.00	£85.00
Two Bed Inventory	£85.00	£95.00
Three Bed Inventory	£95.00	£105.00
Four Bed Inventory	£105.00	£120.00
Five bedroom plus	Quotes available upon request	
Check Out	£85	

The above charges are a guide only and additional fees may be levied depending on the size of the accommodation and any extra rooms. Prices may vary without prior notice. Please note that these costs are inclusive of any associated administration charges for Regal. VAT will be charged at the prevailing rate.

Notes